



**REQUEST FOR PROPOSAL
FOR COMPLETION OF AN ORGANIZATIONAL ASSESSMENT
RFP #TC-2018-10**

Issue Date:	February 28, 2018
Proposal Due Date:	March 27, 2018, 10:00 AM
Delivery Address:	Town of Purcellville Procurement Office 221 S. Nursery Ave. Purcellville, VA 20132
Procurement Contact & Questions:	Kathy Elgin, CPPO Procurement Specialist kelgin@purcellvilleva.gov

ADDENDA: Please note that any addenda issued for this solicitation will be posted to the Town of Purcellville's Bid Board. To register for this notice of bid's or addenda, go to www.purcellvilleva.gov/bids.

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ATTACHMENTS:

ORGANIZATIONAL CHART
VISION, MISSION, CORE VALUES/STRATEGIC INITIATIVES

- I. **PURPOSE** - The Town of Purcellville is seeking an independent consultant to review and assess the Town's current organizational structure, operations and service delivery policies, practices, processes and levels of staffing with an expectation that the recommendations provided will improve Town's operational practices and result in increased efficiencies as the Town works to meet current and future service demands.
- II. **BACKGROUND** - The Town of Purcellville is an award-winning town of over 9,000 residents located in Loudoun County, approximately 40 miles west of Washington, DC. Having received the prestigious Siemens Sustainability Award for Small Communities, Purcellville continues to be honored for its green initiatives with most recently being the Tree City USA recipient for the 10th year. The Town was reaffirmed as an AAA rated community by S&P Global Ratings, the highest credit rating possible, and is recognized as one of the safest towns in Virginia. Once a stop along the W&OD rail line, Purcellville has maintained its historic old-town feel through the restoration and maintenance of its many downtown structures, reflecting the Victorian architecture popular during the early 1900s. Today, Purcellville is the economic hub of western Loudoun County and a popular weekend destination for antiquing, entertainment, farmer's markets, wineries, breweries, distilleries and restaurants.

The Town of Purcellville is governed by an independently elected Mayor and six (6) Council members who serve staggered terms. The Mayor and Council approve the Town's current \$20.4 million operating budget and various ordinances and policies which assist in governing the Town's day to day operations. Purcellville has adopted a vision and mission statement and six (6) core values that focus the Town's efforts to achieve a series of four (4) strategic initiatives (see Appendix I). In recent years the Town has embarked on a mission to identify potential public-private partnerships and has made efforts to monetize idle public assets.

The Town employs seventy-eight (78) full-time equivalent (FTE) employees divided among seven (7) departments (Administration, Finance, Police, Public Works (including water and sewage treatment, collection and distribution), Information Technology, Parks and Recreation and Planning and Community Development) (See Appendix II) who provide a high level of service to Town residents, businesses and visitors. The Town does not provide solid waste collection or recycling services.

- III. **SCOPE OF SERVICES** - The Town of Purcellville is facing issues similar to those of other localities in Virginia and nationally and wishes to examine its current structure and operations to determine if efficiencies can be achieved.

The Consultant selected to conduct this study will work closely with the Town to gain an understanding of Town operations and produce a study which includes the following objectives:

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1. Working with the Town Manager's Office to refine the organizational/operational audit process, if necessary.
2. Developing a timeline for successful completion of contracted services.
3. Engaging the Town Council and Town staff in solicitation of information and ideas concerning potential administrative and operational systems improvements through direct contact and through an electronically based citizen's survey. The citizen's survey shall be presented by the Consultant to the Town Manager for Council review prior to administration of the survey.
4. Reviewing current Town policies in regard to their ability to foster an efficient and responsive government that reflects public sector 'best practices' and, where applicable, private sector 'best practices'.
5. Reviewing department service delivery models and recommending alternative models, as appropriate, that will maintain those services identified as crucial while lowering costs.

Areas of consideration relative to the study should include, but are not limited to:

- Recommending best practices
- Evaluating existing services
- Eliminating services
- Combining/consolidating services within department divisions or with other service centers within the Town's organizational structure
- Combining/consolidating services that result in shared service agreements with other municipalities, agencies, or districts
- Outsourcing/privatization of services
- Centralization of services

6. Preparing an analysis of department staffing levels.

Areas of consideration may be, but are not limited to:

- Staffing and workflow efficiencies and inefficiencies
- Workload (including staff work related to appointed boards, commissions and committees)
- Skill levels of staff relative to position
- Eliminating, combining or adding positions
- Evaluating all operations within the Town to determine if the departmental manager-to- employee ratio spans of control are cost effective and in line with best practices of the profession

7. Preparing an analysis to determine if Departments employ the most recent best practices in organizational structure to determine if restructuring of the Department is required to achieve optimal efficiencies in the most cost-effective manner.

Areas of consideration may be, but are not limited to:

- Combining departments/divisions
 - Establishing appropriate span of control (supervisor/subordinate ratios)
 - Creating the most effective and efficient organizational structure
 - Examining multi-departmental/multi-divisional workflow
 - Analyzing flat versus hierarchal organizational structures
 - Eliminating departmental and divisional silos and redundancies
 - Comparison of current department organizational structures with other appropriate municipalities
 - Evaluating the Town's and Department's initiatives, goals and objectives.
 - Identifying all currently active strategic planning efforts.
8. Reviewing the procedures and processes the Town employs in order to project, assess and collect the various revenue sources that are collected by the Town to provide various services. Areas of consideration may be, but are not limited to:
 - Identification of areas of potential revenue enhancements, including, but not limited to possible fee schedule adjustments (for revenue generating departments and town-wide)
 - Recommending alternative revenue scenarios to properly fund Town services
 9. Proposing a plan to engage residents and citizens during the overall evaluation process.
 10. Conducting a meeting with the Town Manager's office to discuss preliminary findings and sample organizational structures.
 11. Based on these findings, recommend changes to the organizational structure of these departments.
 12. Meet with the Town Council in a public meeting/work session environment to discuss an initial draft report and gain Council insight in regard to the report's findings and recommendations.
 13. Finalize the report incorporating comments from the Town Manager's office and Town Council and present the report to the Council in a public meeting.

Deliverables - The deliverables for this project include:

- Personal interviews with the Town's elected officials, the Town Manager and Town department and division heads

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- A citizen survey and compiled results to evaluate public perceptions of Town services
- A written report documenting the study process, data collection and analysis, findings and recommendations, recommended fiscal and revenue amendments and the associated fiscal impacts of recommended actions. The written report will also include an implementation plan and schedule
- A presentation of the draft report to the Town Manager and Council members in a public work session.
- A final draft document incorporating the Council member's and Town Manager's comments
- Presentation to the full Town Council in a public meeting
- Submission of a final report in electronic and written form

Timeline - This project should be completed within 120 days of contract award.

IV. CONTRACT TERMS AND CONDITIONS

- A. Contract Period - The Contracts awarded under this RFP shall cover the period from _____, 2018 through _____, 2018 or an equivalent period depending upon the date of the Contract award. Those firms selected for award of a Contract are hereinafter referred to as "**Contractor.**"
- B. Authority to Bind Firm in Contract - Proposals **MUST** give full firm name and address of Offeror. The person signing the proposal must include documentation demonstrating his or her TITLE and AUTHORITY TO BIND THEIR FIRM IN A CONTRACT. Firm name and authorized signature must appear on the proposal in the space provided in the lower right hand corner of the RFP submission form (Appendix F). Failure to place original signature of person authorized to bind offeror on the proposal will disqualify it.
- C. Exemption from Taxes - The Town of Purcellville is exempt from State Sales and Use Tax and Federal Excise Tax.
- D. Inquiries - Inquiries pertaining to Request for Proposals must be submitted in writing as directed on the cover page of this RFP. All inquiries must **INCLUDE** RFP number, title and due date.

Offeror shall address inquiries, if any, in writing to the Procurement Specialist, who alone is empowered to clarify such inquiries; not later than five (5) days before the due date of the Proposals.

- E. Rights of the Town of Purcellville - The Town reserves the right to reject any and all proposals, to waive technicalities and irregularities or advertise for new proposals.

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The Offeror shall not be entitled to any indemnity in respect of claims, demands, proceedings, damage costs, charges and expenses, whatsoever arising out of such rejection. Proposals shall be considered irregular and may be rejected for, but not limited to, the following reasons:

1. If there are any unauthorized additions, conditional or alternate proposals or percentage increase or decrease in the proposal price or irregularities of the kind which tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
2. If there is a lack of any of the required documents.

Offerors may be disqualified and their proposal rejected for the following reasons, among others:

1. More than one proposal for the project is submitted for an individual firm, partnership or corporation under the same name or different name.
2. There is evidence of collusion between Offerors.
3. Falsification of any documents or price submitted with a proposal.

- F. Faith-Based Organizations - The Town, in procuring goods or services, does not discriminate against faith-based organizations on the basis of the organization's religious character.

A faith-based organization contracting with the Town (i) shall not discriminate against any recipient of goods, services, or disbursements made pursuant to a contract authorized by this section on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and (ii) shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. Nothing in clause (ii) shall be construed to supersede or otherwise override any other applicable state law. Nothing in this section shall be construed as barring or prohibiting a faith-based organization from any opportunity to make a bid or proposal or contract on the grounds that the faith-based organization has exercised the right, as expressed in 42 U.S.C. (§ 2000 e-1 et seq.), to employ persons of a particular religion.

- G. Ethics in Public Contracting - The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, are incorporated into all contracts solicited or entered into by the Town. A copy of these provisions may be obtained from the Town's Procurement Officer. The provisions referenced above apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act (Va. Code §2.2-3100 et. seq.), the Virginia Governmental

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Frauds Act (Va. Code §18.2-498.1 et. seq.), or Article 2 or 3 of Chapter 10 of Va. Code Title 18.2. Violations of the Code of Virginia shall be punishable as provided therein, without limiting the Town's civil remedies. Further, the Town reserves the right to immediately terminate a contract if a violation arises of any of the Virginia Code provisions referenced in this section.

- H. Competition Intended - It is the Town's intent that this RFP permits competition. It shall be the Offeror's responsibility to advise the Town in writing if any language, requirements, specifications, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Town not later than fifteen (15) days prior to the date set for acceptance of proposals.
- I. License Requirement - All firms doing business in the Town are required to be licensed, or exempt from licensure, in accordance with the Town's "Business, Professional, and Occupational Licensing ("**BPOL**") Tax" Ordinance. Successful Offeror will be given 10 days after notification of intent to award or contract award to secure this license.

Questions concerning BPOL should be directed to the Department of Finance, telephone (540) 338-7421.

- J. Proprietary Information - It is the responsibility of each Offeror to comply with Va. Code Section 2.2-4342(F) in order to protect trade secrets or proprietary information submitted to the Town.
- K. Sub-Contractors - Offerors shall include a list of all sub-contractors in their proposal. Proposals shall also include a statement of the sub-contractors' qualifications. The Town reserves the right to reject the successful firm's selection of sub-contractors.
- L. Insurance - The Contractor shall comply with all insurance requirements during the contract period and at all times will maintain:
1. A general liability policy with excess general liability (umbrella) coverage, with not less than the minimum limits that follow this paragraph. Coverage is to be on an occurrence basis only with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. The Contractor's general liability and excess liability policies must be endorsed to name the Town of Purcellville as an additional insured. The insurance provided in the additional insured endorsement shall be primary and without contribution from such other insurance provided or available to the additional insured. Any additional insured endorsement will be rejected if it includes an exclusion of completed operations coverage, unless a separate endorsement for that coverage is attached. All endorsements must be issued by the Contractor's insurance company. A notation of additional insured status on the Certificate of

Insurance is not sufficient. Prior to the commencement of work under the Contract, the Contractor shall provide the Town with a Certificate of Insurance and all insurance endorsements evidencing compliance with all insurance requirements in this paragraph.

- a. \$1,000,000 each occurrence (bodily injury and property damage)
 - b. \$2,000,000 general aggregate per project
 - c. \$2,000,000 products/completed operations aggregate
 - d. \$1,000,000 per person or organization (personal and advertising injury)
 - e. (Excess Liability) \$3,000,000 each occurrence with a \$3,000,000 annual policy aggregate.
2. Workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the Contractor to be insured by a group self-insurance association that is licensed by the Virginia Bureau of Insurance. The Contractor will also carry employers liability insurance with not less than the minimum limits that follow this paragraph. Prior to the commencement or any work under the Contract, the Contractor shall provide the Town with a Certificate of Insurance evidencing compliance with all insurance requirements under this paragraph.
 - a. \$1,000,000 bodily injury each accident
 - b. \$1,000,000 bodily injury by disease each employee
 - c. \$1,000,000 bodily injury by disease policy limit
3. Automobile liability insurance with not less than the minimum limits that follow this paragraph. The coverage is to be written only with a symbol "1" or "any auto." The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. The Town of Purcellville must be endorsed as an additional insured on the Contractor's automobile liability policy. The endorsement must be issued by the Contractor's insurance company. A notation on the Certificate of Insurance is insufficient. The insurance provided in the additional insured endorsement shall be primary without contribution from such other insurance provided or available to the additional insured. Prior to the commencement or any work under the Contract, the Contractor shall provide the Town with a Certificate of Insurance and all endorsements evidencing compliance with all insurance requirements under this paragraph.
 - a. \$1,000,000 each accident
4. At all times during the term of the Contract, the Contractor will maintain

professional liability insurance with not less than the minimum limits that follow this paragraph. It is preferred that the coverage be on an occurrence basis. If the policy is on a claims made basis, this should be noted and may be grounds for termination of the Contract. If the Contractor has professional liability insurance on a claims made basis, the Contractor shall agree that coverage will be maintained for at least three years beyond the expiration date of the policy in force at the time of this Contract. Coverage is to be with a company licensed to conduct business in the Commonwealth of Virginia and have an A. M. Best rating of A- or better. Prior to the commencement or any work under the Contract, the Contractor shall provide the Town with a Certificate of Insurance and all endorsements evidencing compliance with all insurance requirements under this paragraph.

- a. \$2,000,000 each wrongful act
 - b. \$3,000,000 annual policy claims aggregate
5. All coverages required herein are to be evidenced by a Certificate of Insurance issued by the Contractor's insurer or insurance agent. The Town's additional insured status must be by endorsement to the Contractor's insurance. A copy of the Certificate of Insurance and all required additional insured endorsements must be provided to the Town prior to final execution of the Contract. The endorsement(s) naming the Town as an additional insured must remain in force during the entire term of the Contract.
 6. The insurance provided in the endorsements naming the Town as an additional insured required herein shall be primary without contribution from any such other insurance provided or available to the Town.
 7. Waiver of subrogation required. The Contractor's insurer shall waive rights of subrogation against the Town and its officers, officials, employees, agents, assigns and volunteers under the Contractor's general liability, automobile liability, professional liability and workers' compensation policies. The waiver of subrogation must be specified and properly indicated on the Certificate of Insurance.
 8. The Contractor's insurer or insurance agent must provide thirty (30) days' notice of cancellation [ten (10) days for non-payment] to the Town of any insurance or endorsements required herein. Such notice may be provided by one of the following three methods:
 - a. A note on company letterhead that the Town will receive such notice of cancellation. This may be on the letterhead of the agent, the broker, or the insurance company, and not include a blanket disclaimer of liability upon failure to give such notice.

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- b. A separate endorsement specifying the notice required, or
 - c. A copy of a policy provision regarding such notice.
9. The Contractor and any Sub-Contractor will not commence any work under the Contract until the Town has received all required Certificates of Insurance and endorsements.
10. Failure to maintain all required insurance, endorsements and Certificates of Insurance constitutes grounds for immediate termination of the Contract by the Town or cessation of all activities by the Contractor until all insurance requirements are met, at the sole discretion of the Town.
11. The Contractor shall require the same insurance coverage from its Sub-Contractors as the Town requires of the Contractor under this Contract. Compliance by the Contractor and any of its Sub-Contractors with the insurance requirements under this Contract shall not relieve the Contractor or any Sub-Contractors of their liabilities and obligations under this Contract.
12. Nothing contained herein shall be construed to create a contractual relationship between the Town and any Sub-Contractor of the Contractor. The Contractor shall be fully responsible to the Town for the acts and omissions of the Contractor's employees, the Contractor's Sub-Contractors, and the employees of any Sub-Contractor.
13. In the event the Contractor cannot meet the specifications required by these insurance requirements, alternate insurance coverage, satisfactory to the Office of the Town Manager, or his designee, may be considered if proposed by Contractor at the time of Proposal submission.
14. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words, "endeavor to" and "....but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- M. Addendum and Supplement to Request - If it becomes necessary to revise any part of this RFP or if additional data is necessary to enable an exact interpretation of provisions of this RFP, revisions will be posted on the Town's website on the bid board in the form of addenda. It is the Offeror's responsibility to obtain addenda(s) and acknowledge receipt.
- N. Withdrawal of Proposal
1. Proposals may be withdrawn on written request from the Offeror at the address shown in the solicitation prior to the time of acceptance.

2. Negligence on the part of the Offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposal.
- O. Prohibition on Sub-Contracting - No Offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to, or perform any subcontract or other work agreement for, the person or firm to whom the Contract is awarded, or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.
- P. Validity of Proposal - The proposal shall remain valid for one-hundred eighty (180) days from the due date of the proposals.
- Q. Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth:
1. A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.
 2. A bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include with its proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.
 3. Any bidder or offeror described in subsection b that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures to implement this section is granted by the Director of Public Works or his designee or by the Town Manager.
 4. Any business entity described in subsection a that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.
 5. The Town may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- R. Employment Discrimination by Contractors Prohibited

1. During the performance of a contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, natural origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirement of this section.
 4. The Contractor shall include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-contractor or vendor.
- S. Drug-free Workplace Maintained - For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with the Contract Documents, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, or possession or use of any controlled substance or marijuana during the performance of the contract. During the performance of the work described in the Contract Documents, the Contractor shall:
1. Provide a drug-free workplace for the Contractor’s employees;
 2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 3. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and
 4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-contractor or vendor.
- T. Compliance with Immigration Law - The Contractor does not, and shall not during the performance of the Contract and any contracts entered into thereunder, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

U. Safety - All Contractors and sub-contractors performing services for the Town shall comply with OSHA standards and accepted safety rules and regulations.

V. Indemnification and Hold Harmless - The Contractor agrees to indemnify and hold harmless the Town including its Council members, officers, employees, volunteers, from claims, damages, suits, actions, liabilities, including attorney's fees to the extent caused by the negligent acts, errors, or omissions in the performance of the services by the Contractor, its employees or its agents, assigns or subcontractors under the Agreement.

W. Termination

1. **CONVENIENCE:** The Contract may be terminated without cause by either party upon thirty (30) calendar days advance written notice to the other party. All sums earned and due to the Contractor up to the date of termination shall be paid to the Contractor if service quality is deemed satisfactory by the Town at the Town's sole discretion.
2. **CAUSE:** The Town may also immediately terminate this Contract at any time for non-performance, default, quality deficiencies or negligence by the Contractor. The determination of non-performance, default, quality deficiency or negligence by the Contractor will be made solely by the Town at the Town's discretion. Outstanding payments for services due to the Contractor will only be paid upon such termination if the Town, in its sole discretion, finds that the payments are not related to any services rendered or incidents by Contractor that are the subject of the Town's finding of non-performance, default quality deficiency or negligence under the Contract.
3. **NON-APPROPRIATION:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be paid for services performed through the Termination Date, if applicable.

X. Examination of Records

1. The Contractor agrees that the Town shall, until the expiration of five years following the final payment for work performed under this Contract and any contracts arising therefrom, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.
2. The Contractor shall include a similar access, examination and copying requirement to the aforementioned, in any subcontract which is for more than \$10,000.

3. In the event there is litigation involving this Contract, the Town's rights of access, examination and copying shall continue until any litigation, appeals, claims or arbitration shall have been finally disposed of.

Y. Dispute Resolution - All claims by the Contractor arising from or relating to this Contract or any task order issued hereunder are governed by the terms and conditions of this Contract and by the Virginia Public Procurement Act. For purposes of this Contract, a "claim" by Contractor means a demand or assertion by the Contractor, seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or any other relief with respect to the terms of the Contract or any task order. Any claim by Contractor must be in writing, must state the specific relief sought, including any specific dollar amount sought, and must contain sufficient supporting information to reasonably allow its consideration by the Town.

Arbitration shall not be applicable for the resolution of disputes between the Town and Contractor.

Any claim by Contractor shall be decided in the first instance by the Town's Procurement Officer who shall, within 90 days after receipt of the claim, produce his/her decision in writing and mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and binding unless, within thirty (30) days from the date of such decision, the Contractor mails or otherwise furnishes the Procurement officer with a written appeal addressed to the Town Manager of the Town of Purcellville. The Town Manager shall decide any such appeal within 30 days of its receipt. The decision by the Town Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the Town Manager, Contractor makes an appeal to the Town Council. The Town Council shall act on the appeal within 60 days. The decision of the Town Council shall be final and binding unless set aside by a court of competent jurisdiction. Pending the final determination of a dispute, the Contractor shall proceed diligently with the performance of the Contract.

Z. Assignment. Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the Town.

AA. Waiver of Consequential Damages. Contractor hereby waives any claim of consequential damages against the Town.

V. SUBMISSION REQUIREMENTS

A. Submission of Proposals - Proposals must comply with all the requirements contained in this RFP. The Proposal must be in a container that is completely and properly identified. The face of the container shall indicate the RFP number, time and date of acceptance, and the title of the RFP. Proposals must be received by the Procurement

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Specialist BEFORE the hour specified on the acceptance date. Proposals may either be mailed or hand delivered to:

Town of Purcellville
Attn: Procurement Specialist
221 South Nursery Avenue
Purcellville, Virginia 20132

Delivery shall be made during normal working hours only, 8 a.m. to 5 p.m.

Proposals shall be submitted with one original and four (4) copies, properly signed in ink in the proper spaces, and submitted in a sealed envelope. An electronic copy of the proposal (pdf format) shall be submitted, along with the hard copies, on a CD or other commonly used media.

- B. Proposal Format - Proposals shall provide a straight-forward, concise delineation of the Offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content. Offerors shall respond to the RFP with a written proposal in the format outlined below. The proposal shall include as a minimum the following sections arranged in the specified order:
1. Table of Contents – All pages are to be numbered.
 2. Introduction – Present a summary of the proposal.
 3. Cover letter - On company letterhead, signed by a person with the authority to submit a response to this RFP. The cover letter must provide a succinct but detailed executive summary concerning the Offeror's qualifications to complete an organizational assessment for the Town of Purcellville.
 4. Response to Scope of Services – The Offeror should address and respond to each section of the Scope of Services (Section III) individually with an indication of their response. The Offeror shall identify any exceptions, referenced to the paragraph number, in a subsection titled "Exceptions."
 5. Company Profile – Offerors are to present a Company profile that clearly shows the ability, capacity and skill of the Offeror and their employees to adequately perform all services required in the Scope of Services.
 6. Subcontractors - Information on any subcontractors necessary to provide the services is required. Contractors shall provide name, experience, address, telephone number and qualifications (if applicable).
 7. Personnel Management - Detailed explanation concerning training and supervision procedures for Offeror's staff and employees.
 8. Appendices – Optional for Offerors who wish to submit additional material that will clarify their response.
 9. Required Forms:
 - a. References
 - b. RFP Submission Form

- c. State Corporation Commission Identification Number
- d. Trade Secrets or Proprietary Information

C. Late Proposals - LATE proposals will be returned to Offeror UNOPENED, if RFP number, acceptance date and Offeror's return address is clearly shown on the outside of the container.

VI. EVALUATION CRITERIA AND SELECTION PROCESS

A. Selection Factors – The Town will select a group of employees and Council Members to evaluate the proposals (“**Proposal Analysis Group**”). Proposals will be evaluated on the basis of the criteria listed below:

<u>Criteria</u> <u>Points</u>	<u>Maximum</u>
• Comprehensiveness in addressing issues in the Scope of Work	40
• Experience in conducting similar studies	30
• Timing and schedule to complete the Scope of Work	20
• References	10

B. Evaluation and Selection Process

Each member of the Proposal Analysis Group will independently read and evaluate each proposal based on the stated evaluation criteria above. The individual scores will be compiled to determine the preliminary ranking of firms. The Proposal Analysis Group will conduct interviews and have discussions with the top ranked firms. After the initial interviews, the Proposal Analysis Group will re-rank the firms using information gathered to this point.

Negotiations will continue with the top 2 or 3 top ranked firms. At the end of negotiations, the firms will be asked to submit their best and final offer (BAFO) to the Proposal Analysis Group. The Group will review the BAFO's, determine which Offer is in the best interest of the Town, and then make a recommendation for contract award to the Town Council.

C. Offeror's Acceptance of Award - The Successful Offeror shall, within a fifteen (15) days from the date the Town issues its Notice of Award, execute the Contract and submit to the Town the insurance endorsement and certificates as required under the Contract. Failure to do so may cause the proposal to be considered withdrawn.

D. Preparation of Proposal - Each Offeror's proposal must fully comply with all terms and conditions of the RFP, or it will be rejected. The Offeror shall carefully examine the

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Completion of an Organizational Assessment
Issue Date: 02/28/18

RFP and satisfy itself as to the risks, obligations, and responsibilities to be undertaken in the contract. All costs in connection with inspection of the site and the preparation of the proposal shall be borne by the Offeror. All proposals must be typed. Handwritten proposals will, without exception, be rejected and will not receive consideration.

- E. Award of contract - Awards made in response to the RFP will be made to the highest qualified Offerors whose proposals are determined, in writing, to be the most advantageous to the Town, taking into consideration the evaluation factors set forth in the RFP from information in the Offerors written proposal, subsequent interviews, reference checks and any other sources.
- F. Notice of Award - A formal notice of award and/or intent to award will be posted on the Town Bid Board for 10 calendar days.

REQUIRED FORMS

REFERENCES

Reference for: _____

OFFERORS shall provide references on this form. References should be for similar clients as the Town. The Town may contact the references provided, and information from the references will be used as a part of the management skills evaluation.

1. Firm Name _____
Contact _____ Title _____
Mailing Address _____
Phone _____ Email _____
2. Firm Name _____
Contact _____ Title _____
Mailing Address _____
Phone _____ Email _____
3. Firm Name _____
Contact _____ Title _____
Mailing Address _____
Phone _____ Email _____
4. Firm Name _____
Contact _____ Title _____
Mailing Address _____
Phone _____ Email _____
5. Firm Name _____
Contact _____ Title _____
Mailing Address _____
Phone _____ Email _____

REQUIRED FORMS**RFP SUBMISSION FORM****SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE**

Company _____
 Address _____
 Contact Person _____ Title _____
 Telephone No. _____ E-mail _____
 Organized under the laws of State of _____
 Principal place of business at _____

Listed below are the names and addresses of all persons having ownership of 3% or more in the company (attach more sheets if necessary):

Name	Address
_____	_____
_____	_____
_____	_____

SECTION II – EMPLOYEES NOT TO BENEFIT

I (we) hereby certify that if the contract is awarded to our company, partnership, or corporation, that no employee of the *Town of Purcellville*, or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

SECTION III – CONFLICTS OF INTEREST

This solicitation is subject to the provisions of Va. Code Ann. Section 2.1-639.2 et seq., the State and Local Government Conflict of Interests Act. The Offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If such a conflict exists, the offeror is prepared to sign a non-disclosure agreement.

SECTION IV - PROPOSAL SIGNATURE

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in RFP TC-2018-07. My signature also certifies that by submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, whether directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 et seq.) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign and bind the Offeror to the proposal submitted and any resulting agreement with the Town of Purcellville.

NAME OF OFFEROR: _____
 ADDRESS: _____
 NAME (print): _____ TITLE: _____
 NAME (signature): _____
 FED/TAX ID NO: _____ TELEPHONE: _____
 E-MAIL: _____ DATE: _____

REQUIRED FORMS

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

All Offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in the proposal the identification number issued to it by the State Corporation Commission. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in the proposal a statement describing why the Offeror is not required to be so authorized. See Section 2.2-4311.2 of the Code of Virginia, as amended.

Any Offeror that fails to provide the information required by this Section shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the chief executive of the Town.

1. Enter State Corporation Identification Number: _____
2. Enter Statement below if required:

REQUIRED FORMS

TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 2.2-4342 (F) of the Code of Virginia, as amended, states that the Offeror must invoke the protection of this section prior to or upon submission of the data or materials, and must identify the data or materials to be protected and state the reasons why protection is necessary.

Please mark one:

- () No the proposal submitted does not contain any trade secrets and/or proprietary information.
() Yes, the proposal submitted does contain trade secrets and/or proprietary information.

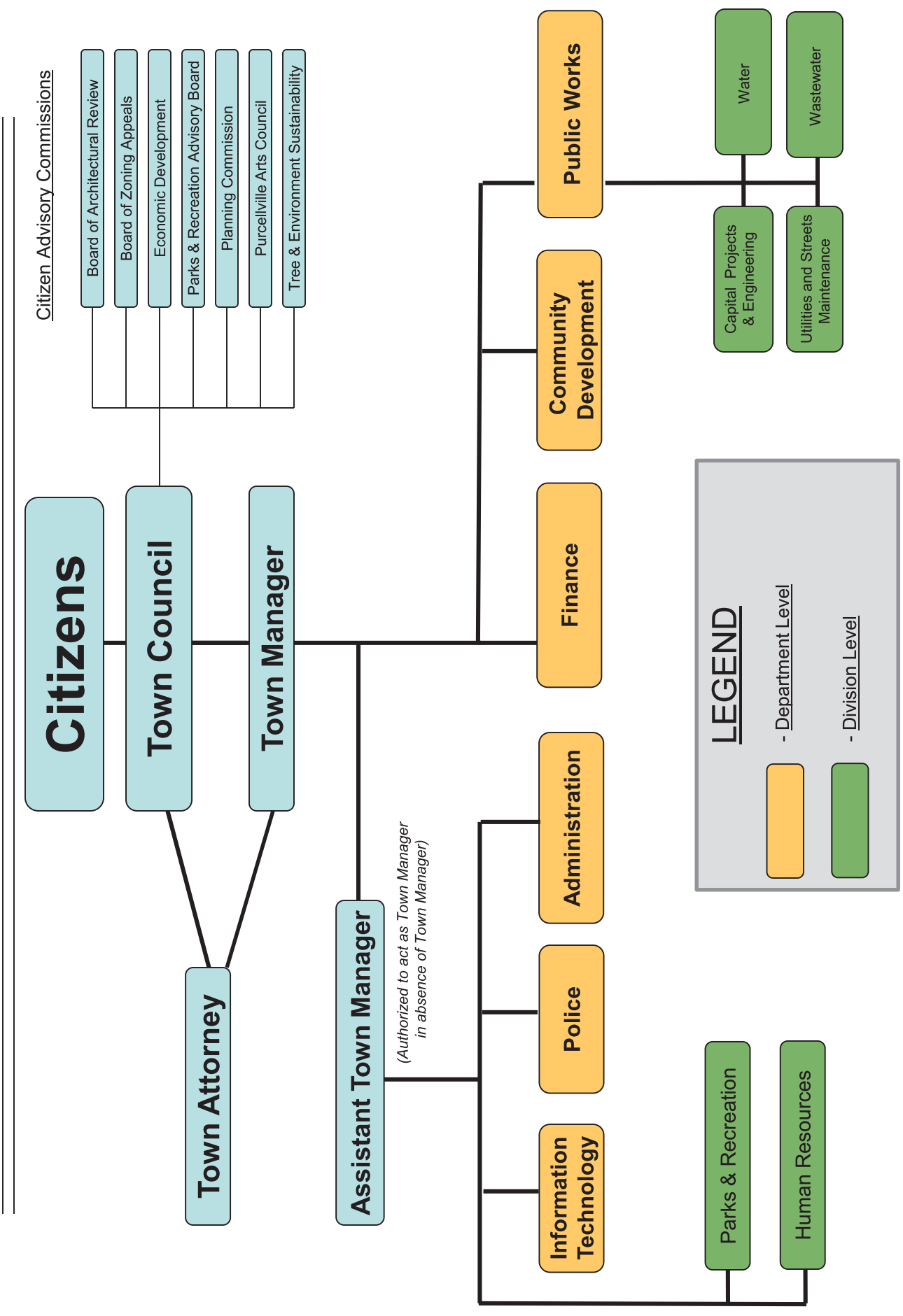
If Yes is selected above, please clearly identify below the exact data and/or other materials to be protected and list all applicable pages of the proposal document containing such data and/or materials:

The proprietary or trade secret material submitted must be **CLEARLY IDENTIFIED** by some distinct method such as highlighting or underlining within the body of the proposal document and must indicate only the specific words, paragraphs, pictures or figures that constitute trade secrets or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

State the reason(s) why protection is necessary:

If the data and/or materials to be protected are not identified above and within the body of the proposal document and the reason(s) for protection are not provided, the Offeror will not have invoked the protection of Section 2.2-4342(F) of the Code of Virginia, as amended. Accordingly, effective upon award of the agreement, the proposal will be open and available for public inspection consistent with all applicable law.

Town of Purcellville Organization Chart: Effective March 1, 2017





In September 2016, the newly elected Town Council of Purcellville held their first strategic planning session, where they identified a new vision and future initiatives.

The Town Council and all others involved in this planning would like to share their strategy for the future of Purcellville with you, its stakeholders and citizens.

Below you will find four Strategic Initiatives that have been identified and the actions that will be taken in order to achieve them. They are explained on the reverse.

1. Promote Community & Economic Well-Being
2. Practice Good Governance
3. Strengthen Community Partnerships
4. Fund the Future

VISION

“Purcellville - your small Town, where history and progress intersect and people prosper.”

MISSION

As stewards worthy of community trust, we work to discern, define, and implement an agenda to nurture and preserve our residents' quality of life. Through Town Council policies and leadership, we foster an open, cooperative, and admired model government that encourages full public participation and ensures the level of services our citizens expect and deserve.

CORE VALUES

Integrity
Trust
Transparency
Innovation
Accountability
Stewardship

Mayor & Town Council

Mayor Kwasi Fraser
Vice Mayor Karen Jimmerson
Chris Bledsoe
Ryan Cool
Kelli Grim
Doug McCollum
Nedim Ogelman

Town of Purcellville

221 South Nursery Avenue, Purcellville, VA 20132
www.purcellvilleva.gov (540) 338-7421

Town of Purcellville Strategic Initiatives

Promote Community & Economic Well-Being

Capitalize on Purcellville's healthy mix of assets, location, and heritage to diversify, grow, and strengthen the community and economic well-being of citizens and businesses alike.

Action Agenda

- Initiate the review and update of the Purcellville Comprehensive Plan inclusive of a build-out analysis.
- Refine an Economic Development Plan for Purcellville that supports local businesses and entrepreneurs through a business retention and expansion plan and to develop and implement a tourism strategy for Purcellville.
- Develop/establish a specific brand to promote Purcellville.
- Complete and analyze a business satisfaction survey.
- Monetize existing community assets and open space property.
- Continue transportation enhancements
 - Multimodal
 - Route 7 bypass/Route 690 interchange
 - Upgrades to Route 7 bypass/Route 287 interchange

Practice Good Governance

Perform government functions effectively and efficiently while being accountable to the citizens of Purcellville.

Action Agenda

- Engage each Town department and Committee, Commission and Board to identify their top priorities and needs.
- Develop a short and long term debt management strategy for the Town.
- Complete a staffing pattern/plan for needed FTE's and part-time employees.
- Conduct an independent efficiency and effectiveness audit of Town services and programs.
- Incorporate cost of services strategies to ensure operational efficiency across Town departments.
- Research alternative high-speed, high-capacity telecommunication/internet capabilities for Town residents and businesses.
- Expand transparency and accountability through programs, software, and other tools.
- Review development and recruiting procedures for small businesses and look at stream lining opportunities.
- Collect immediate feedback from new businesses and residents.

Strengthen Community Partnerships

Implement a positive and interactive relationship with Town citizens and must be committed to helping citizens gain a greater understanding of and connection with their Town government.

Action Agenda

- Continue to implement community surveys.
- Host Town Forum and Informational Sessions on Town Services to allow citizens to learn about areas important to them.
- Review and update Committee, Commissions and Boards Policy Guide, mission, purpose statement, and bylaws.
- Revise and update the BAR Design Standards.
- Cultivate a partnership with neighboring towns, Loudoun County, the Commonwealth of Virginia, and our Federal Government.
- Reactivate the Coalition of Loudoun Towns (COLT) to better link our neighboring towns with Western Loudoun issues.
- Establish a partnership with local realtors and businesses to create "Welcome Wagon" concept.

Fund the Future

Purcellville will require a commitment to identifying and discussing revenue options and opportunities.

Action Agenda

- Review and revise a Financial/Fiscal Policy for Purcellville.
- Develop a Capital Maintenance Program for Town assets.
- Continue to explore new ways to put the Town's utilities on a path of self-sufficiency.
- Continue to increase non-tax revenue as a percent of Town revenue.
- Review and revise CIP projects and 5 year plan.
- Maintain and enhance the Town's Credit Rating.
- Explore facility options for Police Department.